

COUNCIL  
AGENDA  
SPECIAL  
COUNCIL  
JAN 8, 1975



## City of Mississauga

### MEMORANDUM

To MAYOR & MEMBERS OF COUNCIL

From MR. I. F. MARKSON

Dept. \_\_\_\_\_

Dept. CITY MANAGER

IN CAMERA

January 2nd, 1975.

*Special Council  
Jan 8/75*

SUBJECT:

STAFFING FOR SENIOR FINANCIAL POSITIONS

(1) COMMISSIONER OF FINANCE

(2) CITY TREASURER

ORIGIN:

Council Minutes dated November 25, 1974.  
(See City Manager's Report dated November 20th, 1974, attached).

COMMENTS:

In attempting to fill the above positions of Commissioner of Finance and City Treasurer, I have personally interviewed ~~three~~ recommended candidates who, in my view, have the necessary skills and track record for the job which I gathered from working relationships with them and personal interviews.

The following is my personal assessment of the Commissioner of Finance:

1. He has held responsible senior municipal positions in the United Kingdom, Province of Ontario, and the Region of Peel over the past sixteen (16) years.

2. In 1968, he joined the Ontario Provincial Civil Service in the role of an advisor on municipal finance in the Municipal Finance Branch of the Department of Municipal Affairs and has done work with respect to the Ontario Committee on Taxation, Provincial-Municipal Grant Structures, and the development and implementation of improved information flows to support policies, decision making at both the Provincial and Municipal levels.

COMMENTS:

Cont'd.

3. He presently holds the position of Director of the Budget Division, Finance Department of the Regional Municipality of Peel.

4. He is keenly aware of his role as Financial Advisor to Council and as a Manager of his Department.

5. I believe he has the necessary inter-personal skills that are required for the position of Commissioner of Finance.

His previous knowledge of the Provincial Grant system and his present knowledge of the Region would be a distinct advantage.

6. Attached is his job resume.

My personal assessment of the recommended candidate for the position of City Treasurer is as follows:

1. He has held responsible senior treasury positions in the Port Credit Public Utilities Commission, Town of Port Credit and City of Mississauga, over the past sixteen (16) years.

2. In all jobs he has developed and implemented financial administrative systems, structured and staffed his organizations accordingly.

3. He is very highly regarded, both by Elected and Appointed officials.

4. He is keenly aware of his role as a provider of financial information to Elected representatives and Appointed officials.

5. I believe he has the necessary inter-personal skills that are required for the position of City Treasurer of the City of Mississauga, and his present and previous knowledge of the local area would be an advantage.

6. Attached is his job resume.

- 3 -

RECOMMENDATION:

1. That Mr. D. A. R. Ogilvie be appointed to the position of Commissioner of Finance commencing on February 10, 1975, at a salary of \$30,000 per annum.
2. That Mr. W. H. Munden be appointed to the position of City Treasurer effective January 13, 1975.

IFM:az  
Attachs.

*I. F. Markson*  
I. F. Markson,  
City Manager.

# City of Mississauga

## MEMORANDUM

R2

MAYOR AND MEMBERS OF COUNCIL...

From ... Mr. I. E. Markson .....

Dept. ... City Manager .....

November 20, 1974.

### SUBJECT:

### FINANCE AND TREASURY FUNCTIONS

### RECOMMENDATION:

1. That the present functions of the Treasury Department be separated into:
  - (a) Finance; and
  - (b) Treasury.
2. That the Manager be authorized to advertise for candidates for the positions of:
  - (a) Commissioner of Finance; and
  - (b) City Treasurer.

### COMMENTS:

My reasons for this are to separate the position roles because of:

- (a) The nature and scope of the work to be done and especially the appraisal and development of short and long run fiscal policies of the City as a function of existing and projected physical growth and development.

The information generated by the financial impact study arising from the Official Plan Review and the resulting need for fiscal policies to be upgraded by in-house staff.

The budget systems involving the appraisal and development of programmes reflecting fiscal policy decisions and their linkages with physical development and growth will require to be designed and implemented in order for Council to make decisions based on high quality information.

RESOLUTION TO ADOPT

Cont'd...

APPROVED C.M. NOV 25<sup>TH</sup> 1974

- (b) The nature and scope of designing and implementing a management accounting system to provide the information for user needs (elected and appointed).

This information will be co-ordinated by the Treasury function through the design and implementation of a management accounting system that will provide information to users for the following purposes.

1. To monitor and evaluate new and existing municipal programmes.
2. To protect assets and identify liabilities of the City.
3. To provide a clear record of the stewardship of the City's financial activities in accordance with the City Council's fiscal policy objectives and statutory requirements of the Province.

*I. F. Markson*

I. F. Markson,  
City Manager.

IFM:az

Personal Information

**Applicant:**

D. A. R. Ogilvie  
79 Holyrood Avenue  
Oakville, Ontario  
L6K 2V4

**Date of Birth:**

July 26, 1937

**Qualifications:**

B. A. (Commerce)  
University of Manchester  
England 1958

Associate Member  
Institute of Municipal Treasurers  
and Accountants (U.K.) (A.I.M.T.A.)

**Education:**

Preparatory School	1941-45	)
		)
Primary School	1945-48	)
		)
Secondary (Grammar) School	1948-55	)...U.K.
		)
University	1955-58	)



## RESUME

### 1958 - 1961

After graduation in 1958, I accepted a post in the City Treasurer's Department, Leicester, England, on the internal audit staff where I spent approximately 2½ years on internal audits relating to the following City activities:

- Cemeteries and Crematoriums
- Civil Defence
- Retail Market
- Wholesale Cattle Market and Abattoir
- Street Cleansing
- Garbage Collection and Disposal
- Public Baths and Swimming Pools
- Police
- Fire Protection
- Probation of Offenders
- Education

Reporting to the City Internal Auditor, my principal responsibilities extended to the following:

- Pre and post audit of weekly paid wages
- Pre and post audit of monthly paid salaries
- Pre and post audit of invoices for payment
- Audit of all stores
- Verification of cash balances - cash in hand and imprests
- Verification of salary cheques
- Ordering, issue and control of official receipt forms
- General review of accounting systems and internal check
- Design and implementation of systems for cash control

The latter part of my time with the City of Leicester was spent entirely on audit of the Education Committee's primary, secondary and post secondary education programs with major responsibilities for the teacher training college and the domestic science college.

In addition to formal audit duties I also had intermittent responsibilities in connection with municipal elections, ordering and control of stock, and payroll disbursements.

### 1961 - 1968

In early 1961, I joined the City Treasurer's Department, City of Manchester, as a member of the Accounting Section. This section had primary responsibility for production of the City's annual budget, coding of all expenditure transactions, maintenance of the general ledgers



(punched card/computer), preparation of the final accounts for the fiscal year, and publication of the annual Abstract of the Accounts and Annual Estimates (Budget).

The work of the Section (some 20+ staff) was organized on the basis of executive departments and during this period I had personal responsibility for the following departments:

- Welfare (residential care of the aged, blind, handicapped)
- Committee on Cancer
- Committee on Clean Air (an inter municipal committee)
- Police
- Fire Protection
- Probation of Offenders

My duties included, in addition to the general functions already outlined, preparation of separate final accounts for production to the government auditor relating to the Statutory Committees, preparation of statistical reports and cost statements, preparation of claims for government subsidies, preparation of financial reports to the standing committees of Council and attendance at Committees to present verbal explanation, as required, and with particular reference to budget appropriations.

As a deputy group leader, I also had a general responsibility for the Parks, Cemeteries, Public Baths and Civil Defence accounts and some responsibility for coordinating the printing and publication of the budget statements and abstracts of accounts.

I was subsequently (1965) transferred to the Building Cost Analysis Group which was essentially an ad hoc team of senior accountants charged with the investigation of the costs of the Council's housing program and making recommendations to Council as to practical means of securing economies by design or material specification changes. The group carried out a number of investigations into construction methods, materials, specifications and design types - including a study of the relative costs of low and high rise apartment development. Activities also covered a number of non housing related projects including a 140 bed convalescent home for children, a parking garage for trucks, a proposed wholesale fruit and vegetable market and a proposed art centre to incorporate a concert hall, opera hall and art gallery. I also participated in a major study of the costs of concrete block and other building components manufactured by the City's Direct Works Department.

Early in 1967 I was appointed group leader of the accounting section dealing with the accounts subject to government audit. This post involved the supervision and training of junior staff undertaking professional qualifications, coordinating work for the budgetary cycle inter-departmentally, and generally ensuring that the work of the section proceeded smoothly and efficiently. In addition, I had personal responsibility for negotiating with various private organizations on behalf of the City and other municipalities the maintenance rates to be paid for citizens within the care of such organizations on grounds of age or

disability and also certain joint user agreements. I also had a major responsibility for matters of a technical nature with both the professional and government auditors.

In early 1968 I resigned from the City Treasurer's Department in order to take up an appointment with the Ontario Civil Service.

1968 - 1973

In May, 1968, I joined the Ontario Provincial Civil Service in the role of an advisor on municipal finance in the Municipal Finance Branch, Department of Municipal Affairs. During this period much of my time has been engaged upon research and development work leading to formulation of provincial policy in various areas of municipal finance.

In 1968, I was engaged in studies of the recommendations of the Ontario Committee on Taxation. This work continued throughout the remainder of the year interspersed with some work concerned with the preparation of financial analysis of the positions of selected municipalities.

In 1969, I was given a general commission to research and make recommendations for a rationalized provincial municipal grants structure. This led to the production of a paper recommending changes in the Municipal Unconditional Grants Act although no action was taken at that time. This work was interrupted by the need to devise special measures for the calculation of property tax rebates in reassessed municipalities, followed by further development of an improved formula for the rebates which was introduced the following year. I was also partially involved in the development of the new unconditional grants for regional municipalities and a special study of the impact of reassessment and the proposed assessment of smelters and other refining plants on the Sudbury School Board.

In 1970, following the work on the Sudbury School Board I was assigned the task of developing and implementing a temporary revised method of computing payments under the Assessment Act to designated mining municipalities. This was followed by further studies designed to achieve a permanent formula for mining revenue payments following the criticisms of the Ontario Committee on Taxation and the Select Committee of the Legislature. These studies were carried out in close consultation with an advisory committee of the Association of Mining Municipalities of Northern Ontario and led to the successful implementation of the completely new and rationalized formula in 1971. It is interesting to note that although mining revenue payments as such were finally discontinued in 1973, the formula was retained as the basis for the payment of deficiency grants under the Property tax Stabilization Program although I had no responsibility for the latter program.

In 1971, following the implementation of the new formula for mining revenue payments, I was appointed senior provincial representative to the joint City of Toronto-Provincial project PROMUS, Phase II. This project had as its objective the building of a financial policy planning simulation model based on budgeting in a PPE context. As a member of the project team I participated in a number of activities including program analysis for the traffic program and draft system design, and detailed analysis and design of a major part of the revenue module including grants, payments in lieu, and miscellaneous revenue. This involvement led to the independent development by the Province of a more sophisticated taxation analysis module for use in conjunction with the full PROMUS FPP System.

#### 1972 - 1973

Actual personal participation in the PROMUS project virtually ceased in mid 1972 and I became a member of two successive task forces concerned with the reorganization of the branch. Following reorganization, I became a member of the branch Policy Group and was significantly involved in the development of local sector policy options for the 1973 provincial budget. I was also responsible for a major report reviewing branch work load, staffing, and organization and suggesting methods of priority assessment and performance review. More recently, I was appointed leader of the branch task force to coordinate the development of branch input to the 1974 Provincial Budget.

#### 1973 - 1974

In November 1973 following further minor adjustments to the branch organization, I was appointed Manager of the Local Government Information Section with broad responsibility for the development and implementation of improved information flows to support policy decision making at both the provincial and municipal levels. To this end planning has commenced with a view to broadening the utility of provincial publications and developing options for the application of data base management techniques. The section has an establishment of 12 staff.

28 June, 1974 to Present

On 28 June 1974 I joined the Finance Department of the Regional Municipality of Peel as Director of the Budget Division with a nominal divisional strength of 8 personnel. Since taking up the appointment by activities have included the following:-

- . Interviewing staff for appointment to the Division
- . Familiarization with the Current Budget for 1974 - as yet unapproved by Council.
- . Drafting regulations for the implementation of budgetary Control.
- . Reorganization of the Division and formalization of goals, objectives and responsibilities including writing of job specifications.
- . Design of Capital Budget forms to implement 5 year forecasting and initiate concepts of performance.
- . Drafting of a brief for submission by Council to the Province on grant assistance.

38 Cumberland Drive,  
Mississauga, Ontario.  
L5G 4M8

December 12th, 1974.

Woods, Gordon & Co.,  
Management Consultants,  
Royal Trust Tower,  
P. O. Box 253,  
Toronto, Ontario.  
M5K 1J7

REFERENCE: FILE 6817, TREASURER  
CITY OF MISSISSAUGA

Gentlemen:

I wish to submit my application for the position of  
Treasurer of the City of Mississauga.

I am presently the Director of Treasury Services and  
Deputy-Treasurer of the City of Mississauga, and was  
formerly the Town Manager and Clerk of the Town of Port  
Credit. The change of position came as a result of Regional  
Government.

As Town Manager, I was responsible for the administration  
of the affairs of the Town of Port Credit, the supervision  
and co-ordination of the activities of all departments,  
boards, and committees of the Town. I prepared the Current  
and Capital Budgets, and submitted a monthly report to Council  
as to the status of these budgets, and the reasons for any  
significant variances.

The Town of Port Credit had a staff of approximately one  
hundred, and a population of over ten thousand people.

As Director of Treasury Services and Deputy-Treasurer of  
the City of Mississauga, I assist the Treasurer in fulfilling  
all his responsibilities. This includes the budget, taxes,  
personnel, purchasing, accounting, payroll and computer services  
functions. The Treasury Department has a staff of approximately  
one hundred.

Although my present position is interesting and offers some  
challenge, I feel my managerial and accounting capabilities  
are not being fully utilized.

Woods, Gordon & Co.,  
Toronto, Ontario.

Page 2

December 12th, 1974

I am a strong leader, who can manage and promote others to set objectives. I believe those who work with me find me demanding and authoritative, yet fair and understanding. I feel I am a good judge of people, more interested in their performance, as opposed to temperament, or personalities.

Enclosed is a resume of my educational, professional, and work experience, as well as a personal letter of reference from the former Mayor of Port Credit, Mr. J. C. Saddington, C.A.

I believe the position of Treasurer is one that will require a person who has a successful managerial background in Municipal Government. I have such a background, and am confident that my managerial competence and professional training makes me a suitable candidate for this position.

Sincerely,



W. H. Munden, R.I.A., A.M.C.T.



PERSONAL INFORMATION

Name: William Henry Munden

Address: 38 Cumberland Drive  
Mississauga, Ontario.  
L5G 3M6

Telephone: Residence: (416) 274-2414  
Business: (416) 279-7600, Local 242

Age: 39 years; born, October 10, 1935

Health: Excellent (Complete physical, July 1974)

Marital Status: Married 13 years, 3 children ages 7, 9, 11

Financial status: Own my own home; adequate bank account and  
personal insurance coverage

Personality traits: honest, conscientious, authoritative, resourceful,  
respect for others

Memberships: Society of Industrial Accountants;  
The Institute of Public Administrators of Canada;  
Municipal Treasurers Association of the United States  
and Canada;  
Association of Municipal Clerks and Treasurers of  
Ontario.

Career Objective: To realize my full potential as an individual and as  
a professional. So far in my career, I have sought and  
obtained increasing scope and responsibility and the  
challenge which I see as necessary for my continuing  
development. Local government in Ontario is on the  
threshold of a major change, structurally and perhaps  
constitutionally. I would like the opportunity to make  
an effective contribution to the organization of re-  
structured local government, and in so doing, meet the  
challenges which will be involved, and realize the full  
potential of my training, experience and personal  
qualities.

Other Activities: Past President, Port Credit Minor Softball League  
Past President, Port Credit Minor Hockey Association



EDUCATIONAL BACKGROUND:

High School:	Central High School of Commerce Toronto, Ontario. - graduated in 1953 with honours
Society of Industrial Accountants of Ontario	Completed five year course, and received R.I.A. Degree, designating me as a Professional Management Accountant.
Municipal Clerks and Treasurers Association of Ontario	Completed three years course for Municipal Administrators and received A.M.C.T. designation
International Accounting Society	Post-Graduate Accountant, I.A.S.
Data Processing	Good working knowledge of computers

Business Experience:

1953-54	Kerr Brothers Ltd. - Payroll and Personnel Departments
1955-57	Continental Can Company - Personnel and Accounting
1958-62	Port Credit Public Utilities Commission - Secretary-Treasurer
1963-65	Port Credit Public Utilities Commission - Manager of Administration
1966-69	Port Credit Public Utilities Commission - General Manager and Secretary-Treasurer
1970-74	Town of Port Credit - Town Manager and Clerk
1974	City of Mississauga - Director of Treasury Services and Deputy-Treasurer

Salary History:

1972	\$22,000 per annum
1973	\$25,000 per annum
1974	\$28,500 per annum

May 3, 1974

To Whom It May Concern:

I have worked with Bill Munden for many years in various capacities.

He is a very ambitious person and accepts a challenge with tremendous enthusiasm.

He is a professional man, and I am convinced that his managerial competence makes him eligible and acceptable to a senior management position.

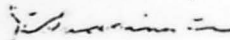
Bill Munden is an individual who has the ability to organize and select people in such a manner that a most satisfactory team of personnel evolves.

Bill Munden is dedicated to the challenge he accepts. He is known by his associates to be a fair and honest person. He is a fine man.

I know he will be recognized for his abilities, his integrity, and most of all his proven success as a municipal administrator.

It is a distinct pleasure for me to sign this letter of recommendation.

Sincerely,



J.C. Saddington, C.A.

Former Mayor  
Town of Port Credit

JCS:va

### References:

Business:

Mr. J. C. Saddington, C.A.,  
former Mayor, Town of Port Credit  
12 Wesley Avenue,  
Port Credit, Ontario.

Telephone: Residence: 278-2689  
Business: 278-3321

Mr. John G. Reid, O.C.,  
39 Lakeshore Road East,  
Port Credit, Ontario.

Telephone: 274-2545

Mr. G. Murless, C.A.,  
Commissioner of Finance,  
Scarborough Public Utilities Commission

Telephone: 699-9611

Mr. H. Hasson  
Local Government Advisor  
Ministry of Treasury, Economics and  
Intergovernmental Affairs,  
Government of Ontario

Telephone: Business: 965-1430

Personal:

Mrs. Elizabeth Nicholson  
19 Mennewawa Road  
Port Credit, Ontario

Telephone: 278-9270

Note :

Please contact any of these references. I am sure they will be most pleased to attest to my administrative abilities, experience, and character.

WELTON LIMITED ■  
WELGLEN LIMITED ■  
RIVERGATE LIMITED ■  
WELTON MANAGEMENT ■

35 FRONT STREET, SOUTH, MISSISSAUGA, ONTARIO L5H 2C6 • TELEPHONE: (416) 622-1966

WELTON  
GROUP OF  
COMPANIES

*Special Council  
Jan 8/75.*

January 2nd, 1975.

General Committee,  
City of Mississauga,  
1 City Centre Drive,  
MISSISSAUGA, Ontario.

Dear Ladies & Gentlemen:-

Re: City Acquisition of Balance of Former  
Blevins Property, Former Town of Port Credit

We understand the Property Department's report recommending acceptance of our offer to sell the residual of our property at 50 Godfrey Lane, comes before General Committee on Wednesday January 8th, 1975.

We are writing to draw your attention to the following:-

- (1) We are offering the property to the City at a price below appraisals we have received.
- (2) At the Mayor's request, we have co-operated fully with the City in not proceeding with the building permit we have held for this property since late 1973.
- (3) We have absorbed the cost of carrying this property for over a year.

For the above reasons we respectfully request that you approve the said recommendation without further delays.

Yours very truly,

WELTON LIMITED,

*John W. Welton*

John W. Welton,  
President.

JWW:ka



LAND DEVELOPMENT — RESIDENTIAL AND COMMERCIAL CONSTRUCTION



RECEIVED  
REGISTRY No. 175  
DATE JAN 3 1975  
FILE No.  
FILED BY 176-75  
CLERK'S DEPARTMENT



## City of Mississauga

### MEMORANDUM

33

To Mr. David R. Turcotte  
Dept. City Clerk

From Mr. Bruce B. Wilkinson  
Dept. Property Agent

December 23, 1974

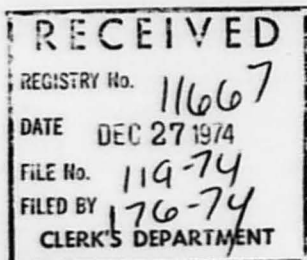
SUBJECT 2 Lots on Ben Machree Drive (Welton Limited)  
and Cathcart property, 60 Godfreys Lane,  
Pt. lots 12 & 13 broken Front Range CIR.

ORIGIN Council December 9, 1974, Gen. Committee December 4,  
1974 item 1234, Files 119-74 and 176-74.

COMMENTS We have received a letter from Rivergate Limited  
confirming that the Company will sell the two lots  
shown as parts 1 and 2 on the enclosed sketch to  
the City for \$146,500.00 subject to the City  
assuming the usual legal and survey costs. This re-  
presents \$140,000.00 for the lots and \$6,500.00 for  
shore protection recently installed.

We have also received an Agreement of Purchase and  
Sale in connection with 60 Godfreys Lane dated  
December 4, 1974 signed by the owner Mrs. Pearl  
Cathcart. A copy of the Agreement with sketch  
attached is enclosed.

As we have previously reported this is a very  
attractive property, unique in location and design  
and extremely difficult to replace. We feel that  
the Offer of \$225,000 is somewhat high although  
admittedly there could be buyers who would pay a  
premium price for the lakefront location. As a  
condition to the Agreement the City must enter into a  
lease agreement with the vendor for a term of 20  
years at a rent of \$300.00 per month. The City  
would be responsible for keeping the house in good  
repair and for all structural repairs including  
foundations, flooring, roof and heating, plumbing  
and electrical plants.



Mr. David R. Turcotte .....page 2

The City would pay all realty taxes and levies and to insure the building and other physical improvements to their full insurable replacement value. Other obligations of the City are to construct a privacy fence and to take such actions as may be necessary to prevent erosion.

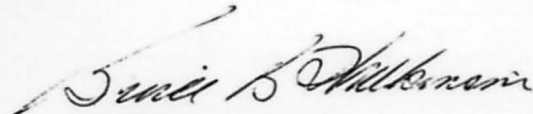
We feel the term of the lease to be too long, the rent too low and the various responsibilities of the City too onerous. However we would point out that Mr. & Mrs. Cathcart have indicated to us they would prefer not to sell the property which they purchased after a long search for such a location. They have plans for redecorating and remodelling as part of their future living enjoyment and they feel that it is almost impossible to find a similar property. If however the City intends to acquire the property they request that the matter be proceeded with as soon as possible.

RECOMMENDATION

That the offer of Rivergate Limited to sell the two lakefront lots to the City for the price of \$146,500.00 and reasonable legal and survey costs be accepted and that Council authorize us to complete the purchase.

That the offer from Mrs. Cathcart be refused and that we be authorized to suggest as a counter proposal a price of \$190,000.00 to the owner and a lease for a 5 year term for a rent of \$500.00 per month plus payment of all utilities, the lease to cover the land only to the top of the bank. This would leave a 20 to 25 foot strip between the bank and the watersedge for walkway purposes.

BBW:iw  
Encl.



Bruce B. Wilkinson  
Property Agent



AGREEMENT OF PURCHASE AND SALE

The undersigned, PEARL YVONNE CATHCART, (herein called the "vendor") hereby agrees to and with THE CORPORATION OF THE CITY OF MISSISSAUGA, (herein called the "purchaser"), through no agent to sell all and singular the premises at the foot of Ben Machree Drive in the City of Mississauga known as 60 Godfrey's Lane, and being part of lot 13, Broken Front Range (formerly Town of Port Credit) more particularly designated as part 3 on Plan 43R-24E2, (herein called "the real property"), at the price of ----TWO HUNDRED AND TWENTY-FIVE THOUSAND ---- (\$225,000.00)----DOLLARS of lawful money of Canada payable by certified cheque on closing.

At the option of purchaser, the purchaser may assume the existing first mortgage on the property on closing in the sum of \$75,000.00 bearing interest at 8-3/4 per cent per annum repayable interest only quarterly being open in whole or part without notice or bonus and due October, 1978.

In the event that a severance is obtained by vendor of the parcel outlined in red on Schedule A hereto from either the appropriate committee of adjustment or land division committee or on appeal to the Ontario Municipal Board and a deed thereof obtained from Rivergate Limited prior to closing the real property shall include said parcel and so shall the lease back herein provided for. If no such deed is obtained prior to closing and the said parcel shall subsequently be acquired by the purchaser a new lease shall be given back to vendor which shall include the said parcel without further consideration and the real property included in said lease shall be redefined accordingly. The provisions of this agreement requiring or enabling performance after the closing hereof shall not merge on closing but shall remain valid and enforceable obligations of the parties hereto notwithstanding the closing. The vendor retains the right before closing or after closing and during the currency of the lease back herein provided for to make any structural or design improvements to the building on the real property provided the same shall be at the sole expense of the vendor.



This agreement shall be conditional upon vendor, at her own expense, complying with the provisions of the Planning Act and any amendments thereto.

PROVIDED the title is good and free from all encumbrances except as aforesaid. The purchaser is not to call for the production of any title deed, abstract or other evidence of title except such as are in the possession of the vendor. Provided the same have been complied with, the purchaser accepts the property subject to municipal requirements, including building and zoning by-laws, and to restrictions and covenants that run with the land. The purchaser is to be allowed thirty (30) days from the date of acceptance hereof to examine the title at his own expense. If within that time any valid objection to title is made in writing to the vendor which the vendor shall be unable or unwilling to remove and which the purchaser will not waive, this agreement shall, notwithstanding any intermediate acts or negotiations in respect of such objections, be null and void. Save as to any valid objection so made within such time the purchaser shall be conclusively deemed to have accepted the title of the vendor to the real property. This transaction of the purchase and sale is to be completed on or before the 28th day of February, 1975, on which date the purchaser shall enter into a lease agreement with the vendor and ELWIN D. CATHCART in the form and on the terms and conditions set out in Schedule "B" hereto. Unearned Fire Insurance Premiums, Mortgage Interest, if applicable, Taxes, Local Improvement, and Assessment Rates, etc., to be apportioned and allowed to date above fixed for completion of sale.

This offer, when accepted, shall constitute a binding contract of purchase and sale and time shall in all respects be of the essence hereof. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this agreement or the real property or supported hereby other than as expressed herein in writing. All buildings and equipment upon the real property shall be and remain at the risk of the vendor until closing. Pending completion of the sale, the vendor will hold all insurance policies and the proceeds thereof in trust for the parties as their interests may appear and in the event of

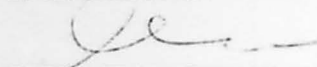
damage to the said premises the purchaser shall have the proceeds of insurance and complete the purchase and restore the damaged premises to its original condition in which case rent under the lease back shall commence when said restoration is complete. Any storm or screen sash or doors, water tanks and water heaters, central heating plant, electric fixtures and fixtures usual to the buildings, other than chattels, shall remain with the property.

This offer and its acceptance is to be read with all changes of gender or number required by the context.

This offer shall be irrevocable by the vendor until 11:55 p.m. on the 31st day of January, 1975, after which time if not accepted, this offer shall be null and void.

DATED at Toronto, this 4th day of December A.D. 1974.

SIGNED, SEALED AND DELIVERED  
in the presence of:



IN WITNESS whereof I have  
hereunto set my hand and seal,

Pearl Yvonne Cathcart - vendor

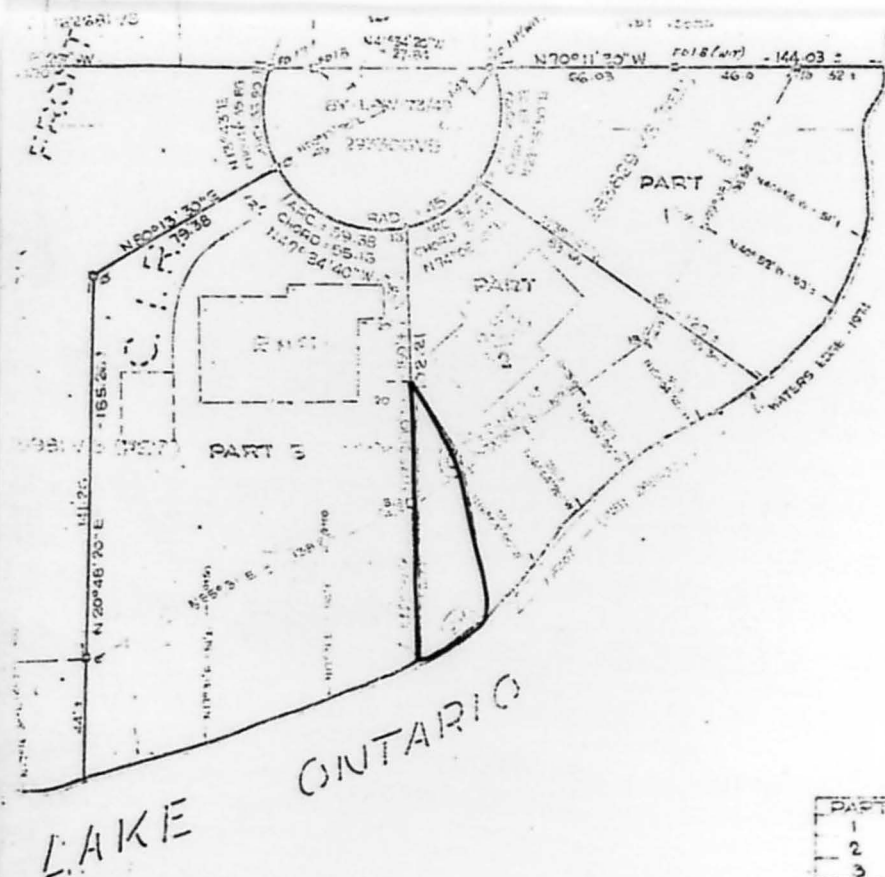
Having inspected the real property, the undersigned under corporate seal and under the hands of its duly authorized officials and pursuant to By-Law of the Corporation duly passed and effective as of the day of , 19 , hereby accepts the above offer and agrees to complete this agreement in accordance with its terms.

DATED at , this day of A.D. 1975.

THE CORPORATION OF THE  
CITY OF MISSISSAUGA

Per: \_\_\_\_\_  
Mayor

Per: \_\_\_\_\_  
Clerk



# Schedule A

## NOTES:

BEARINGS ARE REFERRED TO THE NORTH WEST LIMIT OF BEN MACHREE DRIVE / SHOWN ON REGISTERED PLAN F22 AS NORTH 19°48'30" EAST ASTRONOMIC

⊕ - DENOTES 1"X1/2" STANDARD IRON BAR

⊕ 1/2 - DENOTES 1/2"X1/2"X20" IRON BAR

⊕ 3/4 - DENOTES 3/4"X1/2"X20" IRON BAR

⊕ 1P - DENOTES IRON PIPE

"RD" - DENOTES "ROUND"

"WIT" - DENOTES "WITNESS"

PART	DESCRIPTION	AREA	PARTIAL
1	PART LOTS 12 & 13, BROKEN FRONT RANGE	11075 SQ. FT.	
2	PART LOT 13, BROKEN FRONT RANGE	12290 SQ. FT.	
3	"	27520 SQ. FT.	
4	PART OF LOTS 12 & 13, BROKEN FRONT RANGE	50510 SQ. FT.	11.57. 22

Schedule "L"

THIS INDENTURE made in duplicate the                      day  
of                      , 1975

IN PURSUANCE OF THE SHORT FORMS OF LEASES ACT

B E T W E E N :

THE CORPORATION OF THE CITY OF  
MISSISSAUGA

hereinafter called the LESSOR  
of the FIRST PART; and

ELWIN D. CATHCART, Esquire, and  
PEARL YVONNE CATHCART, his wife, both  
of the City of Mississauga, in the  
Regional Municipality of Peel, as  
joint tenants with right of  
survivorship,

hereinafter called the LESSEES  
of the SECOND PART.

WITNESSETH that in consideration of the Rents,  
Covenants and Agreements hereinafter respectively reserved and  
contained on the part of the said Lessees to be respectively  
paid, observed and performed, the said Lessor hath demised and  
leased and by these presents DOETH demise and LEASE unto the  
said Lessees ALL THAT messuage and tenement situate, lying and  
being in the City of Mississauga, in the Regional Municipality  
of Peel (formerly the Town of Port Credit, County of Peel), and  
being composed of those parts of Lot 13 in the Broken Front  
Range, Credit Indian Reserve designated as Part 3 on a Reference  
Plan deposited in the Land Registry Office for the Registry  
Division of Peel (No. 43) as No. 43R-2482 and that part of Part  
2 on the said Reference Plan described as follows:-

(hereinafter called the "premises"), upon the following terms and conditions:

TO HAVE AND TO HOLD the premises for and during the term of Twenty years to be computed from the            day of            one thousand nine hundred and seventy-five and ending on the day of            , one thousand nine hundred and ninety-five provided that the term of this lease shall be for a lesser period in the event of the decease of both of the Lessees and in such event shall terminate thirty days after the death of the survivor of the two Lessees.

YIELDING AND PAYING therefor yearly and every year during the said term unto the said Lessor the sum of \$3,600.00 of lawful money of Canada, without any deduction, defalcation or abatement whatsoever to be payable monthly on the following days and times, that is to say: The sum of \$300.00 dollars shall be due and be paid monthly on the first day of each and every month during the said term the first of such payments to become due and to be made on the first day of            , 1975 provided that should the term hereof terminate (pursuant to the provisions of this lease) before the anniversary date of the commencement hereof the annual rental shall be prorated monthly and payable to the end of the month in which this lease terminates.

THE Lessees covenant with the Lessor:

- to pay rent
- to pay water rates and charges for oil, gas, electricity and telephone.
- to maintain the premises in a state of cleanliness, and to repair any damage caused thereto by their own wilful or negligent conduct or that of persons who are permitted on the premises by them.
- to maintain any existing fences or fences supplied by the Lessor.
- not to cut down timber.
- not to assign or sublet without the consent of the Lessor.

- not to carry on upon the premises any business that may be deemed a nuisance or by which the insurance on the premises will be increased.
- that they will leave the premises in good repair, reasonable wear and tear and damage by fire, lightning and tempest excepted and those items of repair for which the lessor is responsible also excepted.
- that the Lessees will repair according to notice in writing, reasonable wear and tear and damage by fire lightning and tempest excepted and those items of repair for which the Lessor is responsible also excepted.
- to promptly notify the Lessor of any repairs to be made by the Lessor, and upon giving prior notice in accordance with Section 92 of The Landlord and Tenant Act, the Lessor shall be permitted to enter and view the state of repair and to make any such repairs.

PROVIDED that the Lessees may remove their fixtures, if such removal may be, and is, done without injury to the premises.

PROVIDED that in the event of damage to the premises by fire, lightning or tempest, rent shall cease until the premises are rebuilt.

PROVIDED that, where the premises become vacant and so remain for a period of 90 days, it shall be presumed that the Lessees have abandoned the premises and the Lessor may re-enter and take immediate possession of the premises.

PROVISO for re-entry by the Lessor on non-payment of rent or non-performance of covenants, provided that such re-entry shall, at all times, be in accordance with the provisions of The Landlord and Tenant Act and shall be after the expiry of 30 days after notice of any such non-payment or non-performance has been given to the Lessees.

PROVIDED that, the Lessees may terminate this lease at any time during the currency hereof by giving to the Lessor a notice indicating their intention to terminate same and in such event this lease shall terminate at the end of the third month following the month in which such notice of termination is given.

PROVIDED that, if the term hereby granted shall be at any time seized or taken in execution or attachment, by any creditor of either of the

Lessees or if either of the Lessees shall make an assignment for the benefit of creditors, or becoming bankrupt or insolvent shall take the benefit of any Act that may be in force for bankrupt or insolvent debtors then the said Lessee against which either or any of the aforementioned procedures shall have occurred (or at the option of the other Lessee if any of the said procedures shall threaten to occur) shall cease to be a party to this lease and neither the said Lessee or any party claiming under him or her shall be entitled to enforce or to obtain any of the benefits provided hereunder and the other Lessee shall be the sole Lessee hereunder. In the event that any of the said procedures shall thereafter occur with respect to the remaining sole Lessee the Lessor may terminate this lease and the then current rent, together with the rent for three months thereafter, shall immediately become due and payable, all subject to the provisions of the Landlord and Tenant Act, as amended.

THE Lessor shall maintain the premises in a good state of repair and fit for habitation during the herein lease in order that the premises comply with health and safety standards required by law and shall be responsible for repair or replacement of all structural repairs including foundations, bearing or outside walls flooring and roof and the heating, plumbing and electrical plants and/or systems as the case may be.

THE Lessor covenants with the said Lessees for quiet enjoyment and to pay any and all realty or local improvement taxes levied against the property and any sewer levies pursuant to The Municipal Act.

The Lessor covenants with the said Lessees to insure the said building and their physical improvements on the premises to their full insurable replacement value against damage by fire, theft or malice and to promptly repair the said building and improvements in the event of any such damage. The Lessor covenants with the Lessees to maintain in effect comprehensive general liability insurance (naming the Lessees as co-insured) against claims for personal injury, death or property damage or loss arising out of the Lessors ownership and Lessees' occupation of the premises



to the limit of not less than \$500,000.00 for injuries to one or more persons and for property damage in any one occurrence. Certified copies of all insurance policies provided for herein shall be provided to the Lessees.

The Lessor covenants with the said Lessees that, if in the opinion of the Lessees, the use of any of Parts 1, 2 and 4 on said Plan 43R-2482 which may now or hereafter be owned by the Lessor is such as to violate the privacy of the Lessees with respect to their use and enjoyment of the premises or any part thereof, the Lessor at its expense and on written request of the Lessees shall erect along the boundaries of the premises adjoining the said Parts 2 and 4 as the case may be from time to time a privacy fence of vertical wood board construction and six feet in height which fence shall comply with the by-laws of the Lessor for the purpose of a swimming pool enclosure and otherwise shall be of a type and design mutually agreed between the Lessees and Lessor. The Lessor covenants with the Lessees to take, during the currency of this lease, such steps or actions as may be necessary to prevent further erosion to the Lake Ontario shoreline abutting the premises and the bank adjacent thereto including if necessary the insertion or repair of armour stone at the water's edge, and filter cloth and rip-rapstone at the base of the bank. Any notice required hereunder shall be in writing and may be delivered personally or sent by prepaid registered post as follows:

To the Lessor: To the Clerk of the Lessor at  
the City Municipal Offices;

To the Lessees: To either of them at the premises.

and such notices shall be deemed received on personal delivery or if mailed on the second business day following mailing.

IT IS HEREBY agreed between the parties hereto that if, upon the determination of the lease by effluxion of time, the Lessor permits the Lessees or either of them to remain in possession of the premises and accepts rents in respect thereto, a tenancy from year to year shall not be created by implication of law, but the Lessees shall be deemed to be a monthly tenant only.

IT IS HEREBY declared and agreed that the expressions "Lessor", "Lessee", and "Lessees" wherever used in this Indenture, shall, when the context and terms of this lease allow, include, be binding on and enure to the benefit of not only the parties hereto, but also their respective executors, administrators and assigns. AND it is further agreed between the parties hereto that wherever the singular and masculine are used throughout this lease they shall be construed as if the plural or feminine had been used, where the context or the party or parties hereto so require, and the rest of the sentence shall be construed as if the grammatical and terminological changes thereby rendered had been made.

IN WITNESS WHEREOF the said parties hereto have executed this lease under seal as of the day and year first above mentioned.

SIGNED, SEALED AND DELIVERED )	THE CORPORATION OF THE CITY
) OF MISSISSAUGA	
In the presence of: )	Per: _____
)	Mayor
)	
)	Per: _____
)	Clerk
)	
)	
)	_____ LS
)	ELWIN D. CATHCART
)	
)	
)	_____ LS
)	PEARL YVONNE CATHCART

RECEIPT OF TENANCY AGREEMENT:

WE hereby acknowledge receiving a duplicate original copy of the herein lease this            day of            , 1975.

_____ Elwin D. Cathcart	_____ Pearl Yvonne Cathcart
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AFFIDAVIT AS TO AGE AND MARITAL STATUS

WE, ELWIN D. CATHCART and PEARL YVONNE CATHCART  
of the City of Mississauga  
in the Regional Municipality of Peel,  
make oath and say:

When we executed the attached instrument, We were at least  
eighteen years old and were married to each other.

SEVERALLY SWORN before me )  
at the City of Toronto, in )  
the Municipality of Metropolitan ) ELWIN D. CATHCART  
Toronto, this day of )  
, 1975. ) PEARL YVONNE CATHCART

A Commissioner for Taking Affidavits, &c.

AFFIDAVIT OF SUBSCRIBING WITNESS

I, ALEXANDER STEWART  
of the Borough of Scarborough  
in the Municipality of Metropolitan Toronto, Solicitor,  
make oath and say:

I am a subscribing witness to the attached instrument and I was  
present and saw it executed at the City of Toronto by ELWIN  
D. CATHCART and PEARL YVONNE CATHCART.

I verily believe that each person whose signature I witnessed  
is the party of the same name referred to in the instrument.

SWORN before me at the City )  
of Toronto, in the Municipality )  
of Metropolitan Toronto, this )  
day of , 1975. ) ALEXANDER STEWART

A Commissioner for Taking Affidavits, &c.